

**EDGCOMB LAW GROUP, LLP**  
TIFFANY R. HEDGPETH (SBN 175134)  
[thedgpeth@edgcomb-law.com](mailto:thedgpeth@edgcomb-law.com)  
333 N. Glenoaks, Suite 610  
Burbank, CA 91502-1144  
Telephone: (818) 861-7618  
Facsimile: (818) 861-7616  
LADD CAHOON (SBN 193653)  
[lcahoon@edgcomb-law.com](mailto:lcahoon@edgcomb-law.com)  
601 Montgomery Street, Suite 1200  
San Francisco, CA 94111  
Telephone: (415) 399-1560

*Counsel for Plaintiff,  
San Mateo Investment Co.*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

SAN MATEO INVESTMENT CO., a  
California corporation,

Plaintiff,

v.

THE ESTATE OF ROBERT  
MASCIOLA, deceased; MARTIN  
FRANCHISES INC., a Delaware  
corporation; EATON CORPORATION  
PLC, a foreign corporation, MIU  
CHIANG JUE, CLEMEN JUE,  
MABEL WONG, and DOES 1-10,

Defendants.

Case No.: 22-3291

**COMPLAINT FOR:**

- 1. COST RECOVERY UNDER  
THE COMPREHENSIVE  
ENVIRONMENTAL  
RESPONSE,  
COMPENSATION, AND  
LIABILITY ACT, 42 U.S.C.  
§ 9607(a);**
- 2. DECLARATORY RELIEF**

Complaint filed:

1 Plaintiff San Mateo Investment Company (“SMIC”) alleges the  
2 following against the Estate of Robert Masciola, deceased (“Estate”), Martin  
3 Franchising, Inc. (“MFI”), Eaton Corporation PLC (“Eaton”), Miu Chiang Jue,  
4 Clemen Jue, Mabel Wong, and Does 1-10 (collectively, “Defendants”):

### 5 **JURISDICTION AND VENUE**

6  
7 1. This Court has jurisdiction over SMIC’s federal claims asserted herein  
8 pursuant to 28 U.S.C. § 1331, the Declaratory Judgment Act, 28 U.S.C. § 2201,  
9 and the Comprehensive Environmental Response, Compensation, and Liability Act  
10 (“CERCLA”) § 107(a), 42 U.S.C. § 9607(a).

11 2. Venue is proper in the Northern District of California because a  
12 substantial part of the events or omissions giving rise to the claims occurred in this  
13 District, and because Defendants are subject to personal jurisdiction in this District.

### 14 **PARTIES**

15  
16 3. Plaintiff SMIC is a corporation existing under the laws of California.

17 4. Defendant Estate is the estate of Robert Nathan Masciola.  
18 (“Masciola”), an individual who resided in California and who died on November  
19 10, 2003. On information and belief, the Estate resides and Masciola resided within  
20 this district. The Estate is named herein under California Probate Code section 550  
21 et seq., in that SMIC is informed and believe that Masciola maintained policies of  
22 liability insurance applicable to this action and that such policies provide coverage  
23 for the damages alleged in this Complaint, and that said insurance companies are  
24 presently responsible for the performance of all duties and obligations owed by the  
25 Estate. SMIC expressly limits all of the claims set forth herein against the Estate  
26 to the extent of any insurance policy or policies that cover the herein alleged  
27  
28

claims. Pursuant to California Probate Code section 550 et seq., the insurance companies who provide the applicable insurance policies are the real parties in interest and the Estate is merely a nominal defendant.

5. Defendant MFI is a Delaware corporation with headquarters in Ohio.

6. Defendant Eaton is a foreign corporation with headquarters in Ireland and locations and operations in the United States.

7. Defendant Miu Chiang Jue is an individual residing within this district.

8. Defendant Clemen Jue is an individual residing within this district.

9. Defendant Mabel Wong is an individual residing within this district.

10. SMIC does not know the true names or capacities, whether individual, corporate, associate, or otherwise, of Defendants Does 1 through 10, inclusive, and therefore sues said Defendants under fictitious names. SMIC will amend this Complaint to show their true names and capacities when and if the same has been ascertained.

### **GENERAL ALLEGATIONS**

11. SMIC is the owner of property located at 111 West 25<sup>th</sup> Avenue, San Mateo, California ("Property").

12. From approximately 1960 to 1977, Masciola operated One Hour Martinizing ("OHM"), a dry cleaner establishment, at the Property. OHM continued to operate at the Property under different ownership until approximately 1987 or 1988. Dry cleaning operations continued after that time, but not as OHM.

13. On information and belief, OHM was a franchise of Martin Equipment Sales, Martin Sales and other similar Martin trade names (collectively,

1 "Martin"). Martin operated dry cleaning franchises while a division of the  
2 American Laundry Machinery Industries division of McGraw Edison Company  
3 from approximately 1960 to 1978. In 1985, McGraw Edison Company merged  
4 into Cooper Industries, Inc. ("Cooper"), making Cooper Martin's successor in  
5 interest. Cooper was acquired by Eaton Corporation in 2012 to form a new  
6 company, Defendant Eaton.  
7

8 14. On information and belief, effective May 1, 1978, McGraw Edison  
9 Company sold certain dry cleaning assets, including the Martin franchise  
10 agreements for OHM, to MFI.  
11

12 15. On information and belief, as a result of the corporate transactions,  
13 Eaton is the successor to the Martin liabilities created by OHM franchises until  
14 May 1, 1978, and MFI is the successor to liabilities created by OHM franchises on  
15 and after May 1, 1978.  
16

17 16. On information and belief, the Franchise Agreements for OHM  
18 dictated that the OHM operators use only specific dry cleaning equipment that was  
19 approved by Martin and MFI. Moreover, Martin and MFI provided instruction to  
20 Masciola and other OHM operators at the Property regarding the dry cleaning  
21 process and use and handling of perchloroethylene ("PCE"), a hazardous substance  
22 and the primary ingredient used in the dry cleaning equipment.  
23

24 17. On information and belief, Martin and MFI owned the dry cleaning  
25 equipment for at least portions of the time OHM operated at the Property.  
26

27 18. From approximately 1977 to approximately 1999, Miu Chiang Jue,  
28 Clemen Jue, and Mabel Wong and her now-deceased husband, Antonio Wong  
(collectively, "Wongs/Jues"), operated OHM, and later J&C One Hour Cleaners, at

1 the Property.

2 19. In 2016, the San Mateo County Health Department, Environmental  
3 Health Services, Groundwater Protection Program (“Health Department”)  
4 contacted the then dry cleaner operator of the Property, Mr. Quoc Hong of J&C  
5 One Hour Cleaners, to inform him that PCE had been detected in environmental  
6 media near the Property. Subsequently, the Health Department issued letters to  
7 other past operators of dry cleaners at the Property, including the Wongs/Jues, as  
8 well as Property owner SMIC, requesting their participation in environmental  
9 investigation and cleanup activities in relation to the Property.  
10

11 20. At the request of the Health Department, environmental investigations  
12 were performed at the Property on behalf of SMIC, without any contribution from  
13 Defendants, confirming that PCE and its degradation products, including TCE, are  
14 present in soil and groundwater beneath the Property.  
15

16 21. On information and belief, the presence of PCE is a result of, *inter*  
17 *alia*, sudden and accidental leaks and spills from dry cleaning equipment that at  
18 times was owned and operated by Masciola, Martin and MFI, and the Wongs/Jues,  
19 as well as other sudden and accidental releases of PCE that occurred during  
20 Masciola’s and the Wongs/Jues’ operation of the Property.  
21

22 22. SMIC has incurred costs performing investigations to define the  
23 lateral and vertical extent of contamination in all impacted media (soil, soil vapor,  
24 groundwater, and indoor air) and to develop plans for remediation. Additionally,  
25 further investigations, remediation, and mitigation may include (1) a pilot study  
26 workplan, (2) a pilot study for remediation, (3) additional subsurface  
27 characterization (including installation/sampling of additional sub-slab soil vapor  
28

1 points and deep soil vapor probes, and installation/development/sampling of  
2 groundwater monitoring wells), (4) monitoring/reporting of network of soil vapor  
3 points/probes, indoor/outdoor air, and groundwater monitoring wells, (5)  
4 preparation of a remedial system operations and monitoring plan, (6) installation of  
5 a vacuum-based extraction remediation system, (7) remedial system operation,  
6 monitoring and reporting, (8) remedial efforts on downgradient groundwater  
7 plume, including work plan and summary report, (9) preparation of a human health  
8 risk assessment, and (10) addition monitoring and mitigation.  
9

10  
11 **FIRST CLAIM FOR RELIEF**  
12 **(CERCLA Joint And Several Cost Recovery**  
13 **Under 42 U.S.C. § 9607(a))**  
14

15 23. SMIC incorporates by reference, as if fully set forth herein,  
16 Paragraphs 1-22 of this Complaint.  
17

18 24. Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), imposes liability  
19 on, among others, “the owner and operator of a vessel or a facility,” “any person  
20 who at the time of disposal of any hazardous substance owned or operated any  
21 facility at which such hazardous substances were disposed of,” “any person who by  
22 contract, agreement, or otherwise arranged for disposal or treatment, or arranged  
23 with a transporter for transport for disposal or treatment, of hazardous substances  
24 owned or possessed by such person, by any other party or entity, at any facility or  
25 incineration vessel owned or operated by another party or entity and containing  
26 such hazardous substances . . . from which there is a release, or a threatened release  
27  
28

1 which causes the incurrence of response costs of a hazardous substance . . . ,” and  
2 “any person who accepts or accepted any hazardous substances for transport to  
3 disposal or treatment facilities... from which there is a release, or a threatened  
4 release which causes the incurrence of response costs, of a hazardous  
5 substance...” Such persons are liable for, inter alia, “any other necessary costs of  
6 response incurred by any other person consistent with the national contingency  
7 plan.”  
8

9 25. SMIC is a “person” within the meaning of CERCLA §§ 101(21) and  
10 107(a), 42 U.S.C. §§ 9601(21) and 9607(a).

11 26. Masciola was a “person” within the meaning of CERCLA §§ 101(21)  
12 and 107(a), 42 U.S.C. §§ 9601(21) and 9607(a).

13 27. Miu Chiang Jue is a “person” within the meaning of CERCLA §§  
14 101(21) and 107(a), 42 U.S.C. §§ 9601(21) and 9607(a).

15 28. Clemen Jue is a “person” within the meaning of CERCLA §§ 101(21)  
16 and 107(a), 42 U.S.C. §§ 9601(21) and 9607(a).

17 29. Mabel Wong is a “person” within the meaning of CERCLA §§  
18 101(21) and 107(a), 42 U.S.C. §§ 9601(21) and 9607(a).

19 30. Eaton is a “person” within the meaning of CERCLA §§ 101(21) and  
20 107(a), 42 U.S.C. §§ 9601(21) and 9607(a).

21 31. MFI is a “person” within the meaning of CERCLA §§ 101(21) and  
22 107(a), 42 U.S.C. §§ 9601(21) and 9607(a).

23 32. Does 1-10 are “persons” within the meaning of CERCLA §§ 101(21)  
24 and 107(a), 42 U.S.C. §§ 9601(21) and 9607(a).

25 33. The Property is a “facility” for purposes of CERCLA §§ 101(9) and  
26  
27  
28

1 107(a), 42 U.S.C. §§ 9601(9), 9607(a).

2 34. The dry cleaning equipment that released PCE was a “facility” for  
3 purposes of CERCLA §§ 101(9) and 107(a), 42 U.S.C. §§ 9601(9), 9607(a).

4 35. Masciola was an operator of the dry cleaning equipment and the  
5 Property at the time of PCE disposal into soil and groundwater within the meaning  
6 of CERCLA §§ 101(20)(A) and 107(a), 42 U.S.C. §§ 9601(20)(A) and 9607(a).

7 36. Masciola was an owner of the dry cleaning equipment at the time of  
8 PCE disposal into soil and groundwater within the meaning of CERCLA §§  
9 101(20)(A) and 107(a), 42 U.S.C. §§ 9601(20)(A) and 9607(a).

10 37. Miu Chiang Jue was an operator of the dry cleaning equipment and  
11 the Property at the time of PCE disposal into soil and groundwater within the  
12 meaning of CERCLA §§ 101(20)(A) and 107(a), 42 U.S.C. §§ 9601(20)(A) and  
13 9607(a).

14 38. Miu Chiang Jue was an owner of the dry cleaning equipment at the  
15 time of PCE disposal into soil and groundwater within the meaning of CERCLA  
16 §§ 101(20)(A) and 107(a), 42 U.S.C. §§ 9601(20)(A) and 9607(a).

17 39. Clemen Jue was an operator of the dry cleaning equipment and the  
18 Property at the time of PCE disposal into soil and groundwater within the meaning  
19 of CERCLA §§ 101(20)(A) and 107(a), 42 U.S.C. §§ 9601(20)(A) and 9607(a).

20 40. Clemen Jue was an owner of the dry cleaning equipment at the time of  
21 PCE disposal into soil and groundwater within the meaning of CERCLA §§  
22 101(20)(A) and 107(a), 42 U.S.C. §§ 9601(20)(A) and 9607(a).

23 41. Mabel Wong was an operator of the dry cleaning equipment and the  
24 Property at the time of PCE disposal into soil and groundwater within the meaning  
25  
26  
27  
28



1 of CERCLA §§ 101(20)(A) and 107(a), 42 U.S.C. §§ 9601(20)(A) and 9607(a).

2 42. Mabel Wong was an owner of the dry cleaning equipment at the time  
3 of PCE disposal into soil and groundwater within the meaning of CERCLA §§  
4 101(20)(A) and 107(a), 42 U.S.C. §§ 9601(20)(A) and 9607(a).

5 43. Eaton's predecessor, Martin, was an operator of the dry cleaning  
6 equipment and the Property at the time of PCE disposal into soil and groundwater  
7 within the meaning of CERCLA §§ 101(20)(A) and 107(a), 42 U.S.C. §§  
8 9601(20)(A) and 9607(a).

9 44. Eaton's predecessor, Martin, was an owner of the dry cleaning  
10 equipment at the time of PCE disposal into soil and groundwater within the  
11 meaning of CERCLA §§ 101(20)(A) and 107(a), 42 U.S.C. §§ 9601(20)(A) and  
12 9607(a).

13 45. MFI was an operator of the dry cleaning equipment and the Property  
14 at the time of PCE disposal into soil and groundwater within the meaning of  
15 CERCLA §§ 101(20)(A) and 107(a), 42 U.S.C. §§ 9601(20)(A) and 9607(a).

16 46. MFI was an owner of the dry cleaning equipment at the time of PCE  
17 disposal into soil and groundwater within the meaning of CERCLA §§ 101(20)(A)  
18 and 107(a), 42 U.S.C. §§ 9601(20)(A) and 9607(a).

19 47. Does 1-10 are persons liable under CERCLA § 107(a), 42 U.S.C. §  
20 9607(a).

21 48. As a result of the release and threatened release of hazardous  
22 substances at or from the dry cleaning equipment and the Property, SMIC has  
23 incurred costs of response as the term is defined by § 101(25) of CERCLA, 42  
24 U.S.C. § 9601(25), and used in CERCLA § 107(a), 42 U.S.C. § 9607(a).

1        49. The costs of response incurred by SMIC in connection with the  
2 releases from the dry cleaning equipment and Property have been necessary and  
3 incurred in a manner consistent with the National Contingency Plan, 40 C.F.R. Part  
4 300.

5  
6        50. Pursuant to CERCLA §107(a), 42 U.S.C. § 9607(a), the Estate of  
7 Masciola, Miu Chiang Jue, Clemen Jue, Mabel Wong, Eaton, MFI, and Does 1-10  
8 are each strictly, jointly and severally liable for the past and future costs of  
9 response incurred and to be incurred by SMIC in response to the release or  
10 threatened release of hazardous substances at and from the dry cleaning equipment  
11 and Property.

12  
13                    **SECOND CLAIM FOR RELIEF**  
14                    **(Declaratory Relief Under Federal Law)**  
15

16  
17        51. SMIC incorporates by reference, as if fully set forth herein,  
18 Paragraphs 1-50 of this Complaint.

19        52. An actual, substantial, and justiciable controversy exists between  
20 SMIC and Defendants. SMIC contends that Defendants are responsible for  
21 addressing the contamination at and emanating from the former dry cleaning  
22 equipment and Property and, on information and belief, Defendants dispute this.

23  
24        53. Pursuant to 28 U.S.C. §§ 2201 and 2202, SMIC desires and is entitled  
25 to a declaration of the parties' respective rights and duties, including a declaration  
26 that Defendants are responsible for investigating, remediating, and mitigating the  
27 contamination at and emanating from the dry cleaning equipment and Property. No  
28

adequate or speedy remedy exists for SMIC in the absence of such a judicial declaration. Accordingly, SMIC requests a declaration from the Court setting forth Defendants' liability for all costs and/or damages resulting from releases at and from the dry cleaning equipment and Property.

54. A declaratory judgment is proper because it will obviate the need for multiple suits and provide a complete determination of the rights and obligations of the parties.

**THIRD CLAIM FOR RELIEF**  
**(Declaratory Relief Under CERCLA)**

55. SMIC incorporates by reference, as if fully set forth herein, Paragraphs 1-54 of this Complaint.

56. There is a present and actual controversy between SMIC and Defendants concerning their respective rights and obligations with respect to costs of response incurred in connection with the contamination at and emanating from the dry cleaning equipment and Property.

57. Pursuant to § 113(g)(2) of CERCLA, 42 U.S.C. § 9613(g)(2), and 28 U.S.C. §§ 2201 and 2202, SMIC requests a declaration holding Defendants liable for all costs and/or damages resulting from releases from the dry cleaning equipment and Property.

**PRAYER FOR RELIEF**

**WHEREFORE**, SMIC prays for judgment and relief as follows:

1. On the First Claim for Relief, for cost recovery under CERCLA § 107(a), 42 U.S.C. § 9607(a), according to proof;
2. On the Second and Third Claims for Relief, for a declaration and an

1 order retaining jurisdiction to effectuate a declaration that Defendants are liable for  
2 costs incurred to respond to the release and threatened release of hazardous  
3 substances at or from the dry cleaning equipment and Property;

4 3. For attorneys fees and costs to the extent permitted by law.

5 4. For such other and further relief as the Court may deem just and proper.  
6

7 DATED: June 6, 2022

Respectfully submitted,

9 EDGCOMB LAW GROUP, LLP

10 By: /s/Tiffany R. Hedgpeth  
11 Tiffany R. Hedgpeth  
12 thedgpeth@edgcomb-law.com  
13 Attorneys for Plaintiff  
14 San Mateo Investment Co.  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28